

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE		PAGES OF PAGES 1 I 10	
2. AMENDMENT/MODIFICATION 001		3. EFFECTIVE DATE December 9, 1999		4. REQUISITION/PURCHASE REQ. NO.	
5. PROJECT NO. (If applicable)					
6. ISSUED BY U. S. Department of Energy Oak Ridge Operations Office Procurement and Contracts Division P. O. Box 2001 Oak Ridge, TN 37831		7. ADMINISTERED BY (If other than Item 6)			
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)		(X)		9A. AMENDMENT OF SOLICITATION NO. DE-RP05-00OR22750	
		(x)		9B. DATED (SEE ITEM 11) November 23, 1999	
				10A. MODIFICATION OF CONTRACT/ORDER	
CODE 1 FACILITY CODE				10B. DATED (SEE ITEM 13)	
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATION					
<p><u>X</u> The above numbered solicitation is amended as set forth in item 14. The hour and date specified for receipt of offers <u>X</u> is extended. <u> </u> is not extended.</p> <p>Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:</p> <p>(a) By completing Items 8 and 15, and returning <u>2</u> copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOU ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.</p>					
12. ACCOUNTING AND APPROPRIATION DATA (If required)					
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ ORDERS, IT MODIFIES CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.					
X	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT/ORDER NO. IN ITEM 10A.				
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation data, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).				
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:				
	D. OTHER (Specify type of modification and authority) deobligation of funds				
E. IMPORTANT: Contractor <u>X</u> is not, <u>G</u> is required to sign this document and return <u> </u> copies to the issuing office.					
14. DESCRIPTION OF AMENDMENT/ MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)					
See attached pages for a complete description of this amendment.					
NOTE: In compliance with Item No. 11, Offerors must acknowledge receipt of amendments on each copy of the offer submitted.					
Except as provided herein, all terms and conditions of the document referenced in Item 9A and 10A, as heretofore changed, remains unchanged and in full force and effect.					
15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)			
15B CONTRACTOR/OFFEROR		15C. DATE SIGNED		16B. UNITED STATES OF AMERICA BY (Signature of Contracting Officer)	
(Signature of person authorized to sign)				16C. DATE SIGNED	

The purpose of this amendment is to (1) extend the due date for receipt of written proposals by four weeks to February 1, 2000; (2) revise dates of the contract and option periods of performance and all respective schedule provisions and clauses, accordingly; (3) revise title sheet for Section J, Attachment F, Advance Understanding on Human Resource Costs; (4) delete one line from the listing of sections to be completed by Offeror in clause L.23, ORO 152; and (4) revise name of approval on form found in Section L, Attachment L-6, Notification of Foreign Visitor.

Accordingly, the Request for Proposals, DE-RP05-00OR22750, is revised as follows:

1. Executive Summary, Page 3, is deleted in its entirety and the attached page 3 (*Amendment 001*) is substituted in lieu thereof.
2. Clauses **B.2 Estimated Cost: Base Fee and Award Fee (Sep 1999)**, **B.3 ORO B30 Obligation of Funds (CPAF) (May 1997) (Modified)**, **B.4 Option to Extend the Contract (CPAF) (Aug 1999)**, and **B.7 Distribution of Award Fee (Aug 1999)** are revised to reflect the adjusted dates for period of performance. Therefore, pages B-2, B-3, and B-6 are deleted in their entirety and the attached pages B-2, B-3, and B-6 (*Amendment 001*), are substituted in lieu thereof.
3. Clause **H.22 Workforce Transition and Management (Aug 1999)**, paragraph 2, *Right of First Refusal*, second sentence, is deleted in its entirety and the following sentence is inserted in lieu thereof.

At the time the Contractor becomes fully responsible for the scope of work (July 1, 2000, or earlier if a 2-month transition is not needed), "incumbent contractor employees" will become employees of the Contractor.

4. Title Sheet, **Section J, Attachment F, Advance Understanding on Human Resource Costs**, Page J-115, is deleted in its entirety and the attached page J-115 (*Amendment 001*) is inserted in lieu thereof.
5. Clause **L.14 ORO L10 Time, Date, and Place Proposals are Due (May 1997)** is revised by deleting the due date of January 4, 2000, where ever it appears and inserting the due date of February 1, 2000.
6. Clause **L.23 ORO L152 Proposal Preparation Instructions–Volume I, The Offer (Proposal) (Sep 1999)**, paragraph (b), line item (2)(v), "Section H, ORO H85 Indirect Costs" is deleted in its entirety.
7. Clause **L.24 ORO L156 Preparation Instructions–Oral Presentation and Volume II (Sep 1999)**, subsection Oral Presentations - Ground rules, paragraphs 3 and 5, are deleted in their entirety and the following paragraphs are substituted in lieu thereof.

Timing. Oral presentations are anticipated to begin mid- to late-February 2000. The contracting officer will notify offerors of the scheduled date and time of their presentation

within one week of the receipt of offers. The order in which offerors will make their presentations will be determined by a drawing of lots by the contracting officer after receipt of offers.

Offeror Employee Participation. The presentation must be made by the proposed Director (or equivalent) and, as appropriate, any other proposed personnel. A corporate officer of the offeror, including one from each joint venture member and teaming partner, shall be present at the oral presentations and discuss its corporate commitment. Proposed personnel from all involved entities shall make that portion of the presentation relating to the work they will be performing. Any presenters or attendees who are non-U.S citizens must complete and submit the form entitled "Notification of Foreign Visitor" (see Attachment L-6). Non U.S. citizens from nonsensitive countries must submit the form no later than January 24, 2000, and non-U.S. citizens from sensitive countries must submit the form no later than January 3, 2000. Within these constraints, offerors shall have the option of selecting the participants to make the oral presentation. All proposed key personnel for the contract shall attend the oral presentation and the question and answer session and be prepared to answer questions. Any other proposed personnel may be present and participate in the presentation. If an offeror's proposed personnel includes current employees of the incumbent contractor, those individuals may participate in the oral presentation and question and answer session. DOE considers such participation to be consistent with guidance given the current contractor. To clearly communicate to DOE representatives, the identity of speakers and attendees, all offeror's representatives shall wear visible name tags indicating name and position.

8. Clause **L.24 ORO L156 Preparation Instructions–Oral Presentation and Volume II (Sep 1999)**, subsection EVALUATION CRITERIA AND ORAL PRESENTATION REQUIRED, **Subcriterion 1d: Transition Plan**, paragraph 2, is deleted in its entirety and the following substituted in lieu thereof.

The selected Contractor will have a transition period of up to 2 months, beginning May 1, 2000, with the incumbent contractor prior to assuming full responsibility for the work and employees. The offeror shall describe the expected activities necessary to be prepared to assume responsibility for the contract by no later than July 1, 2000, and shall describe how this transition will be accomplished in an effective and efficient manner.

9. Clause **L.24 ORO L156 Preparation Instructions–Oral Presentation and Volume II (Sep 1999)**, subsection EVALUATION CRITERIA AND ORAL PRESENTATION REQUIRED, **CRITERION 2 - ORGANIZATION, Subcriterion 2a: Management Personnel**, paragraph 2, (may be found on page L-161 of RFP) and subsection EVALUATION CRITERIA AND WRITTEN INFORMATION REQUIRED, **CRITERION 2 - ORGANIZATION, Subcriterion 2a: Management Personnel**, paragraph 2, (may be found on page L-164 of RFP) is revised by deleting the security investigation or reinvestigation date of "on or after April 1, 1995," and inserting the date of "on or after May 1, 1995."
10. Section L, **Attachment L-6, Notification of Foreign Visitor**, is deleted in its entirety and the attached Attachment L-4 (*Amendment 001*), is substituted in lieu thereof.

11. Section M, **Clause M.4, ORO M005 Evaluation Criteria (Alternate II)(Aug 1999), CRITERION 2 - ORGANIZATION, Subcriteria 2a: Management Personnel**, paragraph 2, is revised by deleting the security investigation or reinvestigation date of “on or after April 1, 1995,” and inserting the date of “on or after May 1, 1995.”

All other terms and conditions remain unchanged.

Reference Documents: For your perusal, several reference documents related to this proposed effort have been placed in the DOE/ORO Public Reading Room located at Building 1916-T2, 230 Warehouse Road, Suite 300, Oak Ridge, TN 37830. Other documents may be accessed through the Internet posted on this solicitation's URL address:
http://www.oakridge.doe.gov/procurement/DE_RP05_00OR22750.htm.

Intention to Propose: Please complete and return the enclosed Intention to Propose form at the earliest possible date. It is recommended that the offeror print this form out prior to completing. This form may be found in Section L, clause ORO L190, of this solicitation with respective instructions.

Proposal Due Date: Proposals are due by 4:00 p.m. (local prevailing time) on **February 1, 2000**. Late proposals, modifications, and withdrawals will be treated in accordance with FAR 52.215-1, "Instructions to Offerors—Competitive Acquisition," provision located in Section L.

Oral Presentations: Oral presentations are anticipated to begin **mid- to late-February 2000**. The contracting officer will notify offerors of the scheduled date and time of their presentation within one week of the receipt of offers. Any presenters or attendees who are non-U.S. citizens from sensitive countries must submit the form entitled "Notification of Foreign Visitor" (see Attachment L-6) no later than **January 3, 2000**. Non-U.S. citizens from nonsensitive countries must submit the form no later than **January 24, 2000**.

Contract Award: Since it is the Government's intention to evaluate proposals and award a contract without negotiations, each initial proposal should contain the offeror's best terms from a cost, fee, and technical standpoint. However, the Government reserves the right to conduct negotiations if it later determines that negotiations are necessary. The contract is expected to be awarded in **mid-April 2000**.

PART I - THE SCHEDULE

SECTION B

SUPPLIES OR SERVICES AND PRICES/COSTS

B.1 ORO B01 ITEMS BEING ACQUIRED (AUG 1999)

The Contractor shall furnish all personnel, facilities, equipment, material, supplies, and services (except as may be expressly set forth in this contract as furnished by the Government) and otherwise do all things necessary for, or incident to, the performance and providing the following items of work:

Item 1 - See Section J, Attachment A, Performance-Based Statement of Work

Item 2 - Reports in accordance with Section J, Attachment B, "Reporting Requirements Checklist" and the clause in Section J entitled "Uniform Reporting System."

[End of Clause]

B.2 ESTIMATED COST: BASE FEE AND AWARD FEE (SEP 1999)

The estimated cost of this contract is \$_____.

No fee will be payable for the transition period of performance. A base fee of \$_____ is payable over the base term of the contract in accordance with the clause in Section G entitled, "Payment of Base and Award Fee." In addition, a maximum Award Fee of \$_____ for the period ending September 30, 2000, a maximum Award Fee of \$_____ ending September 30, 2001, a maximum Award Fee of \$_____ ending September 30, 2002, and a maximum Award Fee of \$_____ ending June 30, 2003, is available for payment in accordance with the clause in Section G entitled "Payment of Base and Award Fee."

The maximum fee (base fee plus award fee pool) is \$_____.

The total estimated cost, base fee and award fee is: \$_____.

[End of Clause]

B.3 ORO B30 OBLIGATION OF FUNDS (CPAF) (MAY 1997) (Modified)

Pursuant to the clause entitled "Limitation of Funds," total funds in the amount of \$___ are obligated herewith and made available for payment of allowable costs and maximum fee to be incurred from the effective date of this contract through the period estimated to end 06/30/2003.

[End of Clause]

B.4 OPTION(S) TO EXTEND THE CONTRACT (CPAF) (AUG 1999)

- (a) In order to demonstrate the value it places on quality performance, the Department has provided a mechanism for continuing a contractual relationship with a successful contractor that performs at a level which meets or exceeds quality performance expectations as communicated to the Contractor, in writing, by the contracting officer or designated representative. When deciding whether to exercise the option, the Contracting Officer will consider the quality of the Contractor's performance under the contract.
- (b) A base fee of \$_____ is payable in the option period, if exercised, in accordance with the clause in Section G entitled "Payment of Base and Award Fee." In addition, a maximum award fee of \$_____ ending September 30, 2003, a maximum Award Fee of \$_____ ending September 30, 2004, and a maximum Award Fee of \$_____, ending June 30, 2005, is available for payment in accordance with the clause in Section G entitled "Payment of Base and Award Fee." The maximum fee (base fee plus award fee pool) is \$_____. The total estimated cost, base fee and award fee is \$_____ for this option period.
- (c) This contract shall be extended, at the unilateral option of the Government in accordance with FAR 52.217-9 set forth in Section I. Further, the Contractor agrees that the performance under option(s) which are exercised shall be accomplished within the following estimated cost and award fee.

1. First Option Period

Start Date: 07/01/2003 End Date: 06/30/2005

Estimated Cost: \$_____

Base Fee: \$_____

Award Fee: \$_____

Maximum Fee (Base fee plus award fee): \$_____

Total Estimated Cost, Base Fee and Award Fee : \$_____.

- (d) Prior to the exercise of any Option Period(s) the Government may request an updated cost proposal for that Option Period and conduct a complete audit of the proposal. The Government reserves the right, as a result of the audit, to negotiate downward adjustments to estimated cost and fixed fee for the Option Period(s) in question. The adjustment(s) will be incorporated into the contract by modification.

[End of Clause]

- (c) The Performance Evaluation Plan may, consistent with the contract, be revised unilaterally by the Government at any time during the period of performance. Notification of such changes shall be provided to the contractor 15 calendar days prior to the start of the evaluation period to which the change will apply.

{End of Clause]

B.7 DISTRIBUTION OF AWARD FEE (AUG 1999)

- (a) The total amount of award fee available under this contract is assigned to the following evaluation periods in the following amounts:

Evaluation Period – July 1, 2000* through September 30, 2000

Available Award Fee - _____

Evaluation Period - October 1, 2000 through September 30, 2001

Available Award Fee - _____

Evaluation Period - October 1, 2001 through September 30, 2002

Available Award Fee - _____

Evaluation Period - October 1, 2002 through June 30, 2003

Available Award Fee - _____

*This date will be revised if a transition period of two months is not needed.

OPTION TERM

Evaluation Period - July 1, 2003 through September 30, 2003

Available Award Fee - _____

Evaluation Period - October 1, 2003 through September 30, 2004

Available Award Fee - _____

Evaluation Period - October 1, 2004 through June 30, 2005

Available Award Fee - _____

SECTION J

ATTACHMENT F

**ADVANCE UNDERSTANDING
ON HUMAN RESOURCE COSTS**

**(PROPOSED PAY AND BENEFITS PACKAGE TO BE SUBMITTED
WITH PROPOSAL, OTHER ADVANCE UNDERSTANDINGS
TO BE INSERTED DURING TRANSITION PERIOD)**

OSTI F 5631.3 (10-95)

SECTION L

ATTACHMENT L-6

NOTIFICATION OF FOREIGN VISITOR

Date of Visit:

Visitor:

Citizenship:

Date of Birth:

Place of Birth:

Company:

Purpose of Visit:

Meeting Area: Assembly Room, Office of Scientific and Technical Information

Contact Person: Beverly J. Harness, Oak Ridge Operations Office

Additional Information:

Requestor: _____ Date: _____

Approval: _____ Date: _____

Brian Hitson, Assistant Manager
for Administration and Information Services, OSTI